

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
FORT LAUDERDALE DIVISION**

SOUTH FLORIDA MUSLIM FEDERATION
INC., a Florida not-for-profit corporation,
individually and on behalf of its members
Plaintiff,

vs.

ATRIUM TRS I, LP, a Delaware corporation d/b/a/
FORT LAUDERDALE MARRIOTT CORAL
SPRINGS HOTEL & CONVENTION CENTER;
ATRIUM HOSPITALITY LP, a Delaware
Corporation; RICH WALKER; PARKLAND
CHAMBER OF COMMERCE, INC., a Florida
not-for-profit corporation; DOUG EATON,
individually and as President of Parkland Chamber
of Commerce; MIDDLE EAST FORUM, a
Pennsylvania not-for-profit corporation; JOE
KAUFMAN SECURITY INITIATIVE, INC., a
Florida not-for-profit corporation; JOE
KAUFMAN

Defendants.

CASE NO: 24-61811-CIV-SINGHAL

Jury Demanded

AMENDED COMPLAINT

Plaintiff, SOUTH FLORIDA MUSLIM FEDERATION, individually and on behalf of its members, by and through undersigned counsel, file this Amended Complaint against Defendants, ATRIUM TRS I, LP, d/b/a/ FORT LAUDERDALE MARRIOTT CORAL SPRINGS HOTEL & CONVENTION CENTER; ATRIUM HOSPITALITY LP; RICH WALKER; PARKLAND CHAMBER OF COMMERCE, INC.; DOUG EATON, individually and as President of the Parkland Chamber of Commerce; MIDDLE EAST FORUM; JOE KAUFMAN SECURITY INITIATIVE, INC.; and JOE KAUFMAN, and in support thereof state as follows:

INTRODUCTION

1. Plaintiff South Florida Muslim Federation (“SFMF”) is an umbrella organization representing over thirty South Florida entities serving religious and secular Muslims, including Islamic centers, schools, and other similar community organizations, and over 200,000 Muslims in South Florida.
2. In May 2023, SFMF signed a Group Sales Agreement (the “Contract”) with Defendants Atrium Hospitality LP (“Atrium”) and Atrium TRS I, LP, franchisee and agent of Defendant Marriott International, currently doing business as Fort Lauderdale Marriott Coral Springs Hotel & Convention Center (“Coral Springs Marriott”), to provide a venue for SFMF’s second annual conference, scheduled to take place on January 12, 2024.
3. One week prior to the event, on January 5, 2024, Mark Cherry, General Manager of Defendant Coral Springs Marriott, notified SFMF of its unilateral cancellation of the Contract, citing “significant undesirable interest.”
4. This “significant undesirable interest” that prompted the cancellation of the contract was a public pressure campaign by Defendants Middle East Forum, Joe Kaufman, Joe Kaufman Security Initiative, Inc., Parkland Chamber of Commerce, Inc., Doug Eaton, and Rich Walker, wherein the parties individually and/or through concerted, coordinated efforts, sought to procure and did procure the cancellation of the Contract through exertion of pressure and threats of further action against Defendant Marriott International and its agents/franchisees if it did not comply.
5. SFMF files this action for public accommodations discrimination in violation of 42 U.S.C. §§ 2000a, 2000a-2, and 1981, common law breach of contract, and common law tortious interference with contract under Florida law.

PARTIES

6. Plaintiff South Florida Muslim Federation, Inc. (“SFMF”) is a Florida Not-for-Profit Corporation with its principal place of business located at 3255 NW 94th Avenue #9235, Coral Springs, Florida 33075.

7. Defendant Atrium TRS I, LP is a Limited Partnership with its principal place of business located at 2398 E. Camelback Road, Suite 1000, Phoenix, AZ 85016. Atrium TRS I, LP is doing business as Fort Lauderdale Marriott Coral Springs Hotel & Convention Center (“Coral Springs Marriott”). On information and belief, Atrium TRS I, LP (hereinafter, “Coral Springs Marriott”) is the franchisor of Marriott International brand hotels.

8. Defendant Atrium Hospitality LP (“Atrium”) is a Limited Partnership with its principal place of business located at 2398 E. Camelback Road, Suite 1000, Phoenix, AZ 85016. On information and belief, Atrium Hospitality LP is the franchisor of Marriott International brand hotels.

9. Defendant Rich Walker is Mayor of the City of Parkland, whose office is located at 6600 University Drive, Parkland, Florida 33067. Upon information and belief, Defendant Walker is a resident of the City of Parkland, Broward County, Florida.

10. Defendant Parkland Chamber of Commerce, Inc. is a Florida Not-for-Profit Corporation with its principal place of business located at 7957 N. University Drive, Suite 111, Parkland, Florida 33067.

11. Defendant Doug Eaton is President of the Parkland Chamber of Commerce, whose principal place of business is located at 7957 N. University Drive, Suite 111, Parkland, Florida

33067. Upon information and belief, Defendant Eaton is a resident of the City of Parkland, Broward County, Florida.

12. Defendant Middle East Forum (“MEF”) is a Pennsylvania Nonprofit Corporation with its principal place of business located at 1500 Walnut Street, Suite 1050, Philadelphia, Pennsylvania 19102.

13. Defendant Joe Kaufman Security Initiative, Inc. (“JKSI”) is a Florida Not-for-Profit Corporation with its principal place of business located at 1825 NW Corporate Blvd. #110, Boca Raton, Florida 33431.

14. Defendant Joe Kaufman, upon information and belief, is a resident of Broward County, Florida.

RELATIONSHIP BETWEEN THE DEFENDANTS

15. Defendant Atrium TRS I, LP (“Coral Springs Marriott”) is owned and operated by Defendant Atrium Hospitality LP (“Atrium”).

16. Defendant Rich Walker is the City Commissioner and Mayor of the City of Parkland, who engaged in efforts to cancel SFMF’s Contract. Defendant Walker, in his individual capacity and on behalf of his company, is a member of the Parkland Chamber of Commerce.

17. Defendant Parkland Chamber of Commerce, upon information and belief, coordinated with Defendant Walker, in efforts aimed at and resulting in the cancellation of SFMF’s Contract.

18. Defendant Joe Kaufman is the Principal of Defendant JKSI and is an agent of Defendant MEF.

19. Defendant Joe Kaufman writes articles for Defendant MEF, and upon information and belief, speaks both on behalf of the JKSI and MEF.

20. Defendant MEF holds out Joe Kaufman as one of its agents and has indicated that he physically represented them in one or more meetings with Coral Springs Marriott on their behalf.

JURISDICTION & VENUE

21. This Court has federal question jurisdiction over the claims at issue pursuant to 28 U.S.C. § 1331, 28 U.S. C. § 1343, and 42 U.S.C. § 2000a-6.

22. This Court has supplemental jurisdiction over the state law claims at issue pursuant to 28 U.S.C. § 1367(a) because the state law claims are so related to the federal claims that they form part of the same case or controversy under Article III of the U.S. Constitution.

23. SFMF has complied with pre-suit notice requirements under 42 U.S.C. § 2000a-3(c) by providing notice to the Florida Commission of Human Relations more than 30 days prior to the date of filing this Complaint.

24. Venue is proper in this District pursuant to 28 U.S.C. § 1391(b) because SFMF's principal address is in this district, SFMF represents individuals and organizations who reside in this District, Defendants conduct business and/or reside in this District, and/or Defendants were conducting business in this District while SFMF was trying to obtain the services it had contracted for in this District.

FACTS

25. Plaintiff SFMF is a nonprofit organization organized in 2018 representing approximately 200,000 individual Muslims in South Florida, as well as over 40 mosques and community organizations serving the Muslim community, including non-profits and charities, youth groups, and schools.¹

¹ See <https://soflomuslims.com/about-us/our-members/>.

26. The vast majority of SFMF's membership identify as and are perceived as being of Middle Eastern, North African, and South Asian ("MENASA") ethnic descent and having a shared ancestry associated with majority-Islamic countries in African and Asia.²

27. The overwhelming majority of SFMF's executive leadership, including its President, Samir Kakli, are of MENASA ethnic descent.³

28. President Kakli is of Pakistani descent.⁴

29. SFMF operates a resource-sharing hub that connects, empowers, and serves the South Florida Muslim community across Palm Beach, Broward, and Miami-Dade counties by connecting members with both religious and secular businesses, goods, and services related to the South Florida Muslim community.⁵

30. SFMF hosts an annual conference for the South Florida Muslim community to foster unity, offer religious guidance from renowned Muslim scholars, and address a range of political, domestic, and social concerns.⁶

31. At the conference, SFMF would provide seminars and social events on various religious and secular topics, including geopolitics or marriage, a variety of entertainment, youth programming, and a bazaar of Muslim and/or MENASA-owned businesses.⁷

32. The Coral Springs Marriott is a popular venue for community events in South Florida, including Muslim and MENASA community events.

² See <https://soflomuslims.com/about-us/sfmf/> (featuring a picture displaying a majority non-white membership).

³ See <https://soflomuslims.com/about-us/team/>.

⁴ Pakistan is a majority-Muslim country and part of the MENASA region.

⁵ See *supra*, n. 2.

⁶ See, e.g., SFMF's third annual conference description, <https://soflomuslims.com/fmc/>.

⁷ See *id.*

33. SFMF held its first annual conference at the Coral Springs Marriott on March 18–19, 2022 without issue.

34. Defendant Joe Kaufman organized a protest of SFMF’s first annual conference with Defendant MEF and other community members in 2022, referring to the group as having an “Islamist agenda” and calling Marriott “the preferred destination for radical Islam.”⁸

35. Despite this protest, Coral Springs Marriott did not cancel the conference.

36. On May 31, 2023, SFMF entered into a legally binding and enforceable Group Sales Agreement (“Contract”) with Defendant Coral Springs Marriott to host SFMF’s second annual conference at the Coral Springs Marriott. Ex. A.

37. The Contract incorporated Atrium’s Terms and Conditions. Ex. B; *see* Ex. A at 8.

38. Defendant Atrium’s Enterprise Sales & Marketing Manager Kathy Sorman and Enterprise Sales Director Gillian Dobbins signed the Contract on behalf of Defendant Coral Springs Marriott.

39. The Contract involved renting various event and meeting room spaces, securing room blocks, and making food and beverage service commitments at Coral Springs Marriott.

40. The Contract included a Schedule of Events listing titles of scheduled programming, such as “Path to Political Power,” “Chai Social,” “How to Survive a Quarterlife Crisis,” “Uplifting Youth Voices: South Florida Perspective,” and “Human Rights Abuses & Our Collective Responsibility.” Ex. A at 4.

41. SFMF paid Coral Springs Marriott a deposit of \$4,000 upon signing the Contract, with an additional \$4,000 due two weeks prior to the event.

⁸ *See* Joe Kaufman, *Hindus and Jews Join Forces to Confront Islamism in South Florida*, FOCUS ON WESTERN ISLAMISM (Apr. 6, 2022), https://islamism.news/opinion_and_interview/opinion/hindus-and-jews-join-forces-to-confront-islamism-in-south-florida/.

42. SFMF's second annual conference was scheduled to take place on January 12–14, 2024 at the Coral Springs Marriott.

43. Soon after October 7, 2023, multiple hotels began canceling events hosting Muslim and MENASA organizations, despite longstanding past support from the Muslim and MENASA community, due to vague accusations of presumed terrorist connections and anger at their support for Palestine.⁹

44. On or around October 20, 2023, the Marriott Crystal Gateway Hotel in Crystal City, VA cancelled the Council on American-Islamic Relations' (CAIR) annual banquet due to thousands of calls demanding the hotel withdraw from the event, despite the 20-year history of CAIR's annual banquet at that location.¹⁰

45. Also in October 2023, the Hilton Houston Post Oak by the Galleria in Houston, TX cancelled a conference by the U.S. Campaign for Palestinian Rights, citing unspecified safety concerns.¹¹

46. In early November 2023, the Sheraton Mesa Hotel at Wrigleyville West in Mesa, AZ cancelled the annual banquet of CAIR's Arizona chapter, citing threatening phone calls.¹²

⁹ See Shia Kapos, *DOJ meets with Arab American groups over canceled meetings in major hotel chains*, POLITICO, (Dec. 19, 2023), <https://www.politico.com/news/2023/12/19/hotels-arab-american-events-doj-00132336> (detailing last-minute hotel cancellations of events hosted by Arab America Foundation ("AAF"), Council on American-Islamic Relations ("CAIR"), and American Muslims for Palestine ("AMP")).

¹⁰ Matthew Barakat, *Violent threats from Virginia to Texas disrupt Muslim groups raising support for Palestinians*, NBC WASH. (Oct. 20, 2023), <https://www.nbcwashington.com/news/local/major-us-muslim-group-cancels-virginia-banquet-over-bomb-and-death-threats/3449231/?amp=1>.

¹¹ *Id.*

¹² Laura Gersony, *Sheraton Mesa Hotel has canceled an event featuring Rep. Rashida Tlaib, group members say*, AZ CENTRAL (Nov. 3, 2023), <https://www.azcentral.com/story/news/politics/arizona/2023/11/03/sheraton-mesa-hotel-wont-host-event-featuring-rep-rashida-tlaib/71429568007/>.

47. Emboldened by news of these successful cancellations, Defendants MEF, through its agents, JKSI and Kaufman, Parkland Chamber of Commerce, through its agent and President, Doug Eaton, and Walker, engaged in multiple efforts aimed at pressuring Defendant Coral Springs Marriott to cancel the Conference between December 29, 2023, and January 5, 2024.

48. In its mission statement, MEF states that it “promotes American interests in the Middle East and protects Western values from Middle Eastern threats.” In the United States, MEF “emphasizes the danger of lawful Islamism; protects the freedoms of anti-Islamist authors, and activists; and works to improve Middle East studies.”¹³

49. On December 29, 2023, Defendants MEF and Kaufman took a delegation of unnamed “community leaders,” including Defendant Walker and Defendant Parkland Chamber of Commerce, to meet with Coral Springs Marriott General Manager Mark Cherry and persuade Marriott to cancel its Contract with SFMF.¹⁴

50. Upon information and belief, Defendants accused SFMF of having “connections to foreign terrorist organizations through members” at this meeting.¹⁵

51. None of these parties, aside from Mr. Cherry as an agent of Coral Springs Marriott, possessed any privilege or authority to cancel or otherwise interfere with SFMF’s Contract.

52. Mr. Cherry did not commit to canceling SFMF’s conference at the December meeting, stating, “It’s beyond my ability to make a judgment on,” and referring to Marriott’s contractual obligation to host the event.¹⁶

¹³ *About the Middle East Forum*, MIDDLE EAST FORUM, <https://www.meforum.org/about/about-the-middle-east-forum>.

¹⁴ Joe Kaufman, *Coral Springs Marriott Set to Host Florida Gathering of Hamas Sympathizers*, MIDDLE EAST FORUM (Jan. 2, 2024), <https://www.meforum.org/65414/coral-springs-marriott-set-to-host-florida>.

¹⁵ *Id.* (detailing certain, but not all, facts about the meeting).

¹⁶ *Id.*

53. On January 2, 2024, Defendant MEF published Defendant Kaufman’s article entitled, “Coral Springs Marriott Set to Host Florida Gathering of Hamas Sympathizers,” available at <https://www.meforum.org/65414/coral-springs-marriott-set-to-host-florida>.

54. This article was MEF and Kaufman’s first published article regarding SFMF’s second annual conference.

55. In that article, Defendant Kaufman falsely accused SFMF of “representing the [Islamic] faith’s most radical Islamist sects and movements” and falsely claimed that the conference would “feature hateful speeches from some of the region’s most controversial Islamist voices – including from individuals who . . . possess alarming ties to foreign terrorists.”¹⁷

56. The article includes hyperlinks to images with the watermark of Defendant Joe Kaufman Security Initiative, owned and operated by Joe Kaufman.

57. Based on specious and conspiratorial evidence, the article accuses SFMF of possessing ties to “extreme Islamic institutions” in the Middle East, North Africa, and South Asia, and “overcom[ing] these sectarian divisions through shared theocratic and supremacist goals.”¹⁸

58. The article also falsely accused SFMF’s leaders of “glorifying the jihadists and rallying for the destruction of Israel” and making an “open endorsement of terrorism” without citing to any credible evidence.¹⁹

59. The article maliciously cites an out-of-context quote from SFMF President Samir Kakli to claim that he “justif[ied] Hamas’s attack as a response to Israeli ‘occupation’” when the original

¹⁷ Kaufman, *supra*, n. 12.

¹⁸ *Id.*

¹⁹ *Id.*

article condemns Hamas's violence against Israeli civilians and repeatedly argues for human rights and safety for Palestinians and Israelis.²⁰

60. The article posed the defamatory and inflammatory question, "What price is the Marriott, with its thousands of international locations, willing to pay as it hosts the region's most extreme alliance of Islamist organizations?"²¹

61. Upon information and belief, Kaufman and MEF made similar representations to Mr. Cherry about SFMF and its members in the December 29, 2023 meeting.

62. Defendants Kaufman and MEF had previously demonstrated animus against SFMF and its leadership by authoring numerous articles accusing SFMF and its President of ties to terrorism and radical Islamism due to their religion, ancestry, and ethnicity well before SFMF's first and second annual conference.²²

²⁰ *Id.* Interestingly, Kaufman's article includes a hyperlink to Mr. Kakli's op-ed, which readers can see begins with a recognition of "horrific loss of civilian life for both Israelis and Palestinians" and further reflects that "[h]umanizing each side to the other is a necessary step." Samir Kakli and Imam Azhar Subedar, *South Florida Muslim Federation: find compassion for all in Israel, Gaza – Opinion*, PALM BEACH POST (Oct. 12, 2023), <https://www.palmbeachpost.com/story/opinion/columns/2023/10/10/south-florida-muslim-federation-calls-for-compassion-as-road-to-peace/71128745007/?#lqw5xf7mq708iqqhhfq> (clarifying that "[t]o be clear, we [SFMF] stand firm against any terror inflicted on anyone and equally feel the loss of life, irrespective of the race or religion of whose life is taken").

²¹ *Id.*

²² See, e.g., Kaufman, *Exploiting a Florida School Shooting with Islamic Blood Money: Terror-related groups take advantage of a tragedy*, MIDDLE EAST FORUM (Mar. 5, 2018), <https://www.meforum.org/islamist-watch/exploiting-a-florida-school-shooting-with-islamic> (referring to SFMF as "an umbrella organization for terrorist-related institutions"); Kaufman, *Palm Beach School Board Members Accept Awards from Islamist Group*, MIDDLE EAST FORUM (July 11, 2022), <https://www.meforum.org/fwi/fwi-research/palm-beach-school-board-members-accept-awards-from-islamist-group> (referring to SFMF as "an umbrella group of radical Muslim outfits linked to bigotry and violence" and "bigoted fanatics" and accusing Kakli of being "obsessed" with Israel); Ben Baird, *Palm Beach Activists Demand School Board Members Return Awards from Terror-Tied Group*, MIDDLE EAST FORUM (Sept. 7, 2022), <https://www.meforum.org/fwi/fwi-news/palm-beach-activists-demand-school-board-members-return-awards-from-terror-tied-group> (noting Kaufman attended a school board meeting and gave a three-minute speech calling SFMF "an umbrella organization for groups associated with

63. Within this same time period, Kaufman authored articles for another anti-Muslim and anti-MENASA website, Militant Islam Monitor, again accusing SFMF and Kakli of bigotry and support of terrorism.²³

64. Indeed, Kaufman cross-posted his January 2, 2024 MEF article to Militant Islam Monitor.²⁴

65. Kaufman and MEF knew that these allegations were, at best, misleading and, at worst, completely false, yet they continued to make them.

66. Upon information and belief, MEF and Kaufman's January 2024 article resulted in an aggressive email campaign targeting Coral Springs Marriott, where Parkland community members threatened to boycott the Coral Springs Marriott and/or cancel all future bookings at the facilities if they did not cancel SFMF's 2024 annual conference.

67. At around 10:04 AM on January 5, 2024, Parkland Chamber of Commerce President Douglas Eaton, and Parkland Chamber of Commerce Director of Programming Cindy Kaufman sent a joint email warning members of the Parkland Chamber of Commerce about SFMF's

terrorism and bigotry"); Kaufman, *Florida Mayor Goes Silent about Sponsoring Islamist Bigots*, MIDDLE EAST FORUM (Apr. 20, 2023), <https://www.meforum.org/fwi/fwi-news/florida-mayor-goes-silent-about-sponsoring-islamist-bigots> (claiming SFMF and CAIR "have long histories of their own of spreading intolerance, bigotry and hate of the most blatant and extreme kind"); Kaufman, *Islamists Legitimize Terror-Supporting Charity in South Florida Schools*, MIDDLE EAST FORUM (Aug. 8, 2023), <https://www.meforum.org/islamists-legitimize-terror-supporting-charity-in> (accusing SFMF of being an "umbrella group for many of South Florida's Islamist organizations and outfits").

²³ See, e.g., Kaufman, *South Florida Muslim Federation Fuhrer & Hamas Supporter Samir Kakli Calls Torah 'An Ancient Made Up Story'*, MILITANT ISLAM MONITOR (Oct. 16, 2023), <https://www.militantislammonitor.org/article/id/8061> (referring to Kakli as a "Fuhrer" and "Hamas supporter" and mischaracterizing Kakli's statements to accuse him and SFMF of being "rabidly anti-Israel"); Kaufman, *Palm Beach County School Board Member Returns Award & Repudiates Terror Tied South Florida Muslim Federation*, MILITANT ISLAM MONITOR (Oct. 13, 2022), <https://www.militantislammonitor.org/article/id/8014> (falsely accusing Kakli of posting [rather than reposting another longer post by another person] that Israel is the "world's leading terrorist organization" and asserting that partners of SFMF "stand[] with terrorism, antisemitism and homophobia").

²⁴ Available at <https://www.militantislammonitor.org/article/id/8090>.

upcoming conference, citing the MEF and Kaufman article, despite its obvious racist and Islamophobic contents.

68. At around 10:42 AM that same day, Parkland Chamber of Commerce member and City of Parkland Community Advisory Board member Sharry Kimmel forwarded the 10:04 AM email to Defendant and Parkland Mayor Walker, saying “This is very disturbing.”

69. Shortly afterwards, at 10:57 AM, Parkland Chamber of Commerce posted on Instagram, “IMPORTANT MESSAGE FROM OUR PRESIDENT: It has been brought to our attention that the Coral Springs Marriott is hosting a meeting for pro-Hamas sympathizers, along with other anti-Israel and Palestinian groups in January.”

70. Upon information and belief, Parkland Chamber of Commerce and its members, including Eaton and Walker, knew or should have known the article lacked credibility and included racist and bigoted accusations against SFMF and its members.

71. Due to the pressure from the other Defendants, Mr. Cherry, on behalf of Defendant Coral Springs Marriott, unilaterally canceled the Contract with SFMF at around noon on January 5, 2024, only one week prior to the scheduled start of the second annual conference, citing “significant undesirable interest” in the conference.

72. At or near 12:22 PM on January 5, Defendant Walker responded to Kimmel via e-mail, “I met with the manager [Cherry] this morning. He is speaking to his higher ups. He cannot make the decision.” Kimmel responded to Walker, “Let’s please keep the pressure on!”

73. At or near 1:47 PM on January 5, Defendant Walker emailed Kimmel, “The event has been canceled.” Kimmel responded, “Amazing!!!! Thank you!!!”

74. At or near 4:42 PM on January 5, Mr. Cherry emailed SFMF, explaining that “[a]s discussed due to the significant undesirable interest in your event being held at the Marriott Coral Springs Hotel we have no choice but to cancel your event.”

75. SFMF President Kakli emailed Mr. Cherry at 5:32 PM on January 5, requesting to learn Coral Springs Marriott’s security requirements so that SFMF could accommodate those requirements at its own expense.

76. Neither Mr. Cherry nor Defendant Atrium’s Regional Vice President Larry Cooper responded to Mr. Kakli’s message.

77. Atrium’s Terms and Conditions applicable to the Contract provide that “[i]f required, in Hotel’s reasonable judgment, or upon request of the Group, in order to maintain adequate security measures in light of the size and/or nature of the Event, you will provide, at your expense, security personnel supplied by a licensed guard or security agency, which agency will be subject to Hotel’s prior approval.” *See* Ex. B at pp. 4–5.

78. None of the Hotel Defendants (Atrium and Coral Springs Marriott) explained any reasons creating an inability to comply with the terms of the Contract.

79. On January 5, 2024, and over the next several weeks thereafter, the non-Hotel Defendants took responsibility for their respective roles in causing the cancellation of the Conference.

80. At or near 2:13 PM on January 5 and through January 7, Defendant Walker responded to over 100 emails thanking him for his role in canceling the event by saying, “I’m glad I could be part of the solution. Thank you!”

81. Several of these emails thanking Walker for the cancellation referred to the SFMF annual conference as “terrorist,” “pro-Hamas,” “pro-Palestinian,” and “Muslim.”

82. At 3:18 PM on January 5, Defendant and Parkland Chamber of Commerce President Eaton posted an update to Instagram stating, “As of this afternoon, Coral Springs Marriott has canceled the planned conference. Thank you for all of your support. We value and appreciate all of you.”

83. At 3:36 PM on January 5, Defendant Kaufman posted on X, formerly known as Twitter, “I am happy to announce that my group [Defendant] Kaufman Security, along with [Defendant] the Middle East Forum got this event feat #antiSemitic pro #Hamis speakers shut down. I want to thank everyone who helped out in this – made phone calls, sent emails, signed petitions.”

84. On January 6, 2024, Defendant Parkland Chamber of Commerce posted an additional “Important Update” announcement on its social media channels, confirming that the SFMF 2024 Conference was canceled and that it “will continue to watch for any changes and provide updates as needed.”

85. On January 8, 2024, Defendant MEF published an article congratulating itself for leading efforts to cancel SFMF’s conference, titled, “Florida Marriott Hotel Cancels Pro-Hamis Gathering: MEF Success,” available at <https://www.meforum.org/65431/florida-marriott-hotel-cancels-pro-hamis>.

86. The article states that Defendant and Parkland Chamber of Commerce President Eaton told Defendant MEF that “if the Marriott Coral Springs reschedules with SFMF, the Chamber of Commerce would cease doing business with the hotel.”²⁵

87. When SFMF was able to find a different, smaller venue at greater expense to host its second annual conference in February 2024, Defendant Kaufman published another article again attempting to incite public outrage and force the conference’s cancellation, titled “South Florida

²⁵ *Florida Marriott Hotel Cancels Pro-Hamis Gathering: MEF Success*, MIDDLE EAST FORUM (Jan. 8, 2024), <https://www.meforum.org/65431/florida-marriott-hotel-cancels-pro-hamis>.

Muslim Federation Finds New Venue for Its Pro-Hamas Conference,” available at <https://www.frontpagemag.com/south-florida-muslim-federation-finds-new-venue-for-its-pro-hamas-conference/>.

88. SFMF and its members have suffered, continue to suffer, and will in the future suffer irreparable loss and injury, including but not limited to economic loss, humiliation, embarrassment, emotional distress, feelings of racial and religious stigmatization, an increased sense of vulnerability, and unlawful deprivation of their state and federally protected rights to enjoy equal treatment in the making and enforcing of contracts and having full access to and enjoyment of places of public accommodation.

89. Since October 7, 2023, multiple racially motivated pressure campaigns have been waged against places of public accommodation, which then similarly decided to cancel events scheduled by Muslim, Arab and/or MENASA-descended guests, depriving them of accessing these public accommodations.²⁶

90. Since the wave of cancellations in late 2023 and early 2024, many Muslim and MENASA organizations, including SFMF, no longer publicize the venues for their large conferences out of fear of last-minute cancellations due to unspecified “safety concerns.”

91. SFMF did not tell attendees the location of its Third Annual Conference in 2025 until a few days before the event, to avoid another last-minute cancellation due to racist and Islamophobic harassment. SFMF still does not publicize the name of the venue, which did not have hotel-equivalent accommodations, on its website.²⁷

²⁶ See *supra*, n. 8–11.

²⁷ See *supra*, n. 5.

92. SFMF intends to continue holding its annual conference in the Coral Springs, FL area because it is centrally located between Palm Beach, Broward, and Miami-Dade counties, the area of SFMF's membership.

93. Upon information and belief, organizations or guests not predominantly comprised of those of Muslim and/or MENASA ancestry have not had their events unilaterally canceled by Coral Springs Marriot and Atrium due to "significant undesirable interest" without recourse.

94. Upon information and belief, Defendants have not injected themselves into contractual agreements between Marriott, or other hotels, and groups predominantly comprised of those of other ancestral origins and/or religious affiliations.

95. Upon information and belief, and based on their targeted and concerted actions against SFMF and its members, Defendants possess and acted out of discriminatory animus towards Muslims and/or people of MENASA ancestry.

COUNT I
UNLAWFUL DISCRIMINATION IN A PLACE OF PUBLIC ACCOMMODATION
IN VIOLATION OF 42 U.S.C. § 2000a
(Defendant Coral Springs Marriott)

96. Plaintiff SFMF realleges Paragraphs 1 through 95 and incorporates them herein.

97. SFMF as an organization is a member of a protected class under Title II due to religion (Islam) and race/national origin (MENASA, Arab).

98. The Muslim, Arab, and MENASA-descended members who make up the majority of SFMF are members of classes protected by Title II.

99. Defendant Coral Springs Marriott is an establishment open to the public and serves all individuals by providing public accommodations, including rooms and event spaces, on a contractual basis. 42 U.S.C. §2000a(b)(1), (b)(4).

100. Defendant Coral Springs Marriott is an establishment affecting interstate commerce under 42 U.S.C. § 2000a(c).

101. Defendant Coral Springs Marriott unlawfully discriminated against SFMF and its members in the provision of public accommodations by withholding the agreed-upon accommodations and unilaterally canceling its contract with SFMF on account of its members' race, religion, and/or ancestry.

102. By its actions, Defendant Coral Springs Marriott denied SFMF and its members the full and equal enjoyment of the goods, services, facilities, privileges, advantages, and accommodations of its hotel and conference facilities in violation of 42 U.S.C. § 2000a.

103. Defendant's Coral Springs Marriott's unlawful discrimination against SFMF and its members is also representative of a system-wide policy and practice of racial, religious, and/or national origin-based discrimination created and maintained for the purpose and with the effect of denying MENASA-descended individuals and groups full and equal access to and enjoyment of goods, services, facilities, and accommodations offered to the general public.

104. Defendants' actions were willful, intentional, and in knowing violation of their obligations and duties under Title II of the Civil Rights Act and were taken with callous disregard of the probable detrimental, emotional, and economic consequences to SFMF and its members.

COUNT II
UNLAWFUL DISCRIMINATION IN A PLACE OF PUBLIC ACCOMMODATION
IN VIOLATION OF 42 U.S.C. § 2000a-2
(Defendants Walker, Eaton, Parkland Chamber of Commerce, MEF, JKSI, Kaufman)

105. Plaintiff SFMF realleges Paragraphs 1 through 95 and incorporates them herein.

106. SFMF as an organization is a member of a protected class under Title II due to religion (Islam) and race/national origin (MENASA, Arab).

107. The Muslim, Arab, and MENASA-descended members who make up the majority of SFMF are members of classes protected by Title II.

108. SFMF and its members possessed rights and privileges under Title II to full and equal access to and enjoyment of the public accommodations they contracted for with Coral Springs Marriott, a place of public accommodation covered by Title II.

109. Defendant Rich Walker, Defendant MEF, Defendant Joe Kaufman, Defendant Joe Kaufman Security Initiative, Defendant Parkland Chamber of Commerce, and Defendant Doug Eaton, collectively and/or separately violated 42 U.S.C. § 2000a-2 by seeking to deprive SFMF and its members of their Title II rights and privileges, and by intimidating, threatening, and coercing Defendants Atrium and Coral Springs Marriott with the purpose of canceling SFMF's scheduled 2024 conference and interfering with SFMF's and its members' Title II rights and privileges.

110. By their actions, Defendants have denied SFMF and its members the full and equal enjoyment of the goods, services, facilities, privileges, advantages, and accommodations of its hotel and conference facilities in violation of 42 U.S.C. § 2000a-2.

111. Defendants' actions were willful, intentional, and in knowing violation of their obligations and duties under Title II of the Civil Rights Act and were taken with callous disregard of the probable detrimental, emotional, and economic consequences to SFMF and its members.

COUNT III
UNLAWFUL DISCRIMINATION IN VIOLATION OF 42 U.S.C. § 1981
(Defendants Coral Springs Marriott, Atrium, Walker, Eaton, Parkland Chamber of
Commerce, MEF, Kaufman, JKSI)

112. SFMF realleges Paragraphs 1 through 95 and incorporates them herein.

113. SFMF as an organization is a member of a class protected by Section 1981 due to race/ancestry (MENASA, Arab).

114. Defendants Coral Springs Marriott and Atrium had a valid contract with SFMF, which was executed on May 31, 2023, wherein SFMF paid the required deposit(s) according to the contractual terms.

115. After bombardment by the private and public pressure campaign based on racist characterizations of SFMF as terrorist supporters due to their ancestry by Defendants MEF, Kaufman, JKSI, Parkland Chamber of Commerce, Eaton, and Walker from the period on or about December 29, 2023 until January 5, 2024, Defendants Atrium and Coral Springs Marriott decided they did not want to hold a conference for an organization associated with the MENASA community and unilaterally canceled their contract with SFMF.

116. By discriminating against SFMF on the basis of the racial (MENASA) ancestry of its membership, Defendants have denied SFMF and its members the same right to enjoy the benefits, privileges, terms, and conditions of contract as is, and was, enjoyed by White, non- MENASA citizens, in violation of SFMF and its members' rights under 42 U.S.C. § 1981.

117. As a result of Defendants' conduct, SFMF and its members have been damaged in an amount to be determined at trial.

**COUNT IV
BREACH OF CONTRACT UNDER FLORIDA LAW
(Defendants Coral Springs Marriott and Atrium)**

118. SFMF realleges Paragraphs 1 through 95 and incorporates them herein.

119. Defendants Atrium and Coral Springs Marriott had a valid Contract with SFMF, executed on May 31, 2023, wherein SFMF paid the required deposit(s) according to the contractual terms.
Ex. A; Ex.B.

120. On January 5, 2024, Defendants Atrium and Coral Springs Marriott, through their agent, General Manager Mark Cherry, unilaterally canceled their contract with SFMF, citing security concerns.

121. The Contract does not contain a unilateral cancellation provision for unspecified security concerns.

122. When SFMF offered to provide security at its expense pursuant to the terms of the Contract, Defendants Atrium and Coral Springs Marriott provided no response.

123. By unilaterally canceling the contract with SFMF and refusing to allow SFMF to provide its own security per the terms of the Contract, Defendants Atrium and Coral Springs Marriott have breached the Contract with SFMF.

124. As a result of Defendants' conduct, SFMF has been damaged in an amount to be determined at trial.

COUNT V
TORTIOUS INTERFERENCE WITH BUSINESS RELATIONSHIP
UNDER FLORIDA LAW
(Defendants Walker, Eaton, Parkland Chamber of Commerce, MEF, JKSI, Kaufman)

125. SFMF realleges Paragraphs 1 through 95 and incorporates them herein.

126. SFMF entered a valid Contract with Atrium and Coral Springs Marriott, which was executed on May 31, 2023, wherein the paid the required deposit(s) according to the Contract's terms. Ex. A; Ex. B.

127. Defendants Rich Walker, MEF, JKSI, Joe Kaufman, Parkland Chamber of Commerce, and Doug Eaton had knowledge of SFMF's business relationship with Atrium and Coral Springs Marriott prior to January 5, 2024.

128. Between on or about December 29, 2023 and January 5, 2024, Defendants Rich Walker, MEF, JKSI, Joe Kaufman, Parkland Chamber of Commerce, and Doug Eaton, collectively and/or individually, intentionally and unjustifiably attempted to deprive SFMF of the benefits owed to it under their contract with Coral Springs Marriott and Atrium by participating in public and private campaign to pressure the Hotel Defendants to cancel its contract with SFMF.

129. None of these Defendants possessed authority or privilege to interfere with Plaintiff's Contract.

130. On January 5, 2024, Coral Springs Marriott General Manager Mark Cherry unilaterally canceled the contract with SFMF, citing "significant undesirable interest", which referred to the efforts engaged in by Defendants Rich Walker, MEF, JKSI, Joe Kaufman, Parkland Chamber of Commerce, and Doug Eaton, collectively and/or separately.

131. As a result of Defendants' conduct, collectively and/or separately, SFMF has been damaged in an amount to be determined at trial.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays this Court will:

- a. Issue a declaratory judgment declaring that Defendants' conduct toward SFMF and its members violated Title II of the Civil Rights Act of 1964, as amended;
- b. Enjoin and restrain all Defendants and all other persons or entities acting on behalf of, or in concert with them from engaging in such unlawful practices;
- c. Enter judgment in favor of SFMF and against Defendants, jointly and individually, for damages incurred by SFMF as a result of Defendants' unlawful conduct, together with interest;

- d. Enter judgment in favor of SFMF and against Defendants, jointly and individually, for compensatory damages, including but not limited to, damages for emotional harm, reputational harm, and humiliation, together with interest;
- e. Enter judgment in favor of SFMF and against Defendants, jointly and individually, for punitive damages;
- f. Award SFMF its costs of this action, including expert witness fees and reasonable attorneys' fees, and
- g. Award such other and legal and equitable relief as may be available and appropriate to redress fully the deprivation of SFMF's rights, to prevent such reoccurrences in the future, and to protect other patrons of Defendants from further unlawful behavior.

JURY TRIAL DEMAND

Plaintiff demands a jury trial on all issues so triable.

Date: June 9, 2025

Respectfully submitted,

/s/ Christina A. Jump

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